

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE STATE OF NORTH DAKOTA  
AND  
THE REGION VIII OFFICE OF  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
FOR ADMINISTRATION OF THE RCRA HAZARDOUS WASTE PROGRAM

**I. PURPOSE AND SCOPE**

This Memorandum of Agreement (Agreement) is entered into by the Environmental Health Section of the North Dakota Department of Health (the Department) and the U.S. Environmental Protection Agency, Region VIII (EPA) to establish responsibilities and procedures for the administration of the Hazardous Waste Program (Program) in North Dakota. The Department has been authorized to administer the Program under section 3006 of the Resource Conservation and Recovery Act (RCRA) of 1976 (42 U.S.C. 6901 *et seq.*), as amended (Public Laws 94-580, 96-482, 98-616), and this agreement has been developed pursuant to 40 CFR 271.8 to address the full range of Program activities. (For purposes of this agreement, references to "RCRA" include the Hazardous and Solid Waste Amendments of 1984 (HSWA) (P.L. 98-616)).

Specifically, this Agreement sets forth the manner in which the Division of Waste Management (Division) of the Department and the EPA will coordinate and communicate in the Division's administration and enforcement of the federally authorized North Dakota Program, and in the EPA's administration and enforcement of the provisions of the Hazardous and Solid Waste Amendments (HSWA) for which the state is not yet authorized. The Agreement addresses the full scope of the RCRA Program, including these elements:

- Permitting Program - safely managing wastes with appropriate controls;
- Corrective Action - cleaning up sites where releases have occurred; and
- Compliance Assurance - compliance assistance, inspections and enforcement

The signatories to this Agreement are the Chief, Environmental Health Section (Chief), Director, Division of Waste Management (Division Director), the Regional Administrator, EPA, Region VIII (Regional Administrator), and the Directors of the EPA, Region VIII RCRA and RCRA Technical Enforcement Program. This Agreement shall become effective on the date signed by the last party to the Agreement. The Agreement supersedes all previous RCRA Memorandum of Agreements and Enforcement Agreements.

This Agreement may be modified upon the initiative of either party for any purpose mutually agreed upon. Disputes regarding modification of this Agreement shall be promptly and appropriately elevated within each organization. Any revisions or modifications to this Agreement must be in writing and must be signed by the Chief, the Division Director, and the Regional Administrator. This Agreement will remain in effect for as long as the Division's Program authorization remains effective or until superseded.

## **II. ROLES, RESPONSIBILITIES AND AUTHORITIES**

Each of the parties to this Agreement is responsible for ensuring that its obligations under RCRA are met. Nothing in this Agreement shall be construed to restrict in any way the Division's authority to fulfill its responsibilities under North Dakota law. Nothing in this Agreement shall be construed to restrict in any way the EPA's authority to fulfill its program administration, enforcement and oversight responsibilities under RCRA. Nothing in this Agreement shall override any provision of 40 CFR Part 271. This Agreement shall not be construed as a waiver, release, or limitation of any rights, remedies, powers, and/or authorities which the EPA has under its criminal or civil statutory, regulatory, or common law authority of the United States.

The parties agree to maintain a high level of cooperation and coordination in a partnership to ensure successful and effective administration of the State Program. The Department agrees to implement the Program in a manner consistent with the regulations, policies and guidances of the national program.

### **A. STATE**

The Division assumes primary responsibility for implementing the authorized provisions of the RCRA Hazardous Waste Program and the authorized provisions of HSWA within North Dakota's borders, except in Indian country (as defined at 18 U.S.C. 1151). Under section 3006(b) of RCRA, once authorization takes place, state rules replace federal regulations as the controlling body of regulations for the administration of the Program in North Dakota.

The Division agrees to implement the RCRA Program in a manner that ensures the statutory and regulatory requirements of RCRA are met. When the Division develops its own rules, policies and guidance related to RCRA, it will consult with the EPA to ensure that the Division's Program meets the statutory and regulatory requirements of the federal RCRA Program.

### **B. EPA**

The EPA retains its authority to ensure full and faithful execution of the requirements of the Program, including implementation of any HSWA requirements for which the Division is not authorized, and full implementation of the Program in Indian country. The EPA has the authority to bring its own enforcement action, but must enforce the federally authorized state rules for violations of the authorized Program.

The EPA's primary role in the hazardous waste program is to emphasize strengthening the Department's Hazardous Waste Program through program and technical assistance and training. The EPA agrees to work with North Dakota to

identify assistance and training needs.

The EPA also oversees the implementation of the authorized Program by the Division to ensure adequate implementation of the authorized Program and appropriate expenditure of federal grant funds. Sections VI and VIII of this agreement presents more detail on the oversight process.

The EPA agrees to consult with the Division when developing regional policies and guidance for the program.

#### **C. OVERLAPPING AND MUTUALLY EXCLUSIVE AUTHORITIES**

Under section 3006(g) of RCRA, hazardous waste requirements and prohibitions promulgated pursuant to HSWA are immediately applicable in all states, and the EPA retains primary authority to administer these requirements in each state until that state receives authorization to implement those HSWA provisions. North Dakota has independent state statutory authority to promulgate and enforce rules that resemble or are identical to the HSWA provisions, regardless of whether or not the state is authorized for the HSWA provisions.

As a result, the agencies' authorities governing a facility may overlap or be mutually exclusive. Where that happens, the Division and the EPA agree that their respective staff will cooperate to ensure effective and efficient Program implementation. Specific roles and activities may be determined on a case-by-case basis.

#### **D. OTHER FEDERAL LAWS THAT MAY APPLY**

The EPA retains responsibility for administration and enforcement of other federal laws that may apply to the implementation of the Program, particularly to the issuance of permits (see 40 CFR 270.3). The EPA and the Division agree to coordinate to the greatest degree possible on any permit actions to which the following laws may apply: The Wild and Scenic Rivers Act, 16 U.S.C. 1273, *et seq.*; the National Historic Preservation Act of 1966, 16 U.S.C. 470, *et seq.*; the Endangered Species Act of 1966, 16 U.S.C. 1531, *et seq.* (including the consultation provision of section 7); the Oil Pollution Act of 1990, 33 U.S.C. 2701 *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001 *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. 2601, *et seq.*; and the Fish and Wildlife Coordination Act, 16 U.S.C. 661 *et seq.*

### **III. PROGRAM MANAGEMENT**

The Division and the EPA agree to a joint strategic planning process to ensure that the Program is administered in an effective manner. This process will include development and consideration of state, regional, and national program goals and objectives. The goals and objectives will be based upon the Division's priorities and experiences in

administering the Program, EPA Region VIII priorities, and any applicable national guidance, policies, and regulations. The goals and objectives will serve to identify those activities which should receive the highest priority in administering the Program in North Dakota, and these will be presented in the North Dakota Performance Partnership Agreement (PPA).

The agencies will also develop criteria or standards as needed to document achievement of Program goals. These criteria will form the basis for oversight of the Program by the EPA (see section VIII).

#### **IV. PERMITTING, CLOSURE AND POST-CLOSURE**

The permitting program in RCRA includes the closure and post-closure functions for treatment, storage and disposal facilities (TSDFs) that are ceasing operations, and the operating permit function for TSDFs that continue to operate.

##### **A. STATE PERMITTING**

Because it is authorized under RCRA, the Division has the primary role in issuing, modifying and/or reissuing all permits and in approving and verifying all closure or post-closure activities in accordance with Program requirements.

The Division will review all hazardous waste permits that were issued under state law prior to the effective date of any newly authorized permit requirements and will modify, or revoke and reissue, any permits which do not meet the new permit requirements.

The Division will consider all EPA comments on permit applications and draft permits. Pursuant to 40 CFR 271.19(d), the Division will satisfy or refute the EPA's concerns on a particular permit application, proposed permit modification or draft permit, in writing, before issuing the permit or making the modification.

##### **B. EPA PERMITTING**

The EPA is responsible for issuing permits for those activities of the Program where the Division is not yet authorized and for those in Indian country. This includes new permits, permit renewals and permit modifications.

Upon authorization of new permit requirements, the EPA will suspend issuance of federal permits for TSDFs for which the state is receiving authorization.

##### **C. JOINT PERMITTING**

As noted in section II.C., both parties have independent statutory authority to promulgate and administer Program requirements, and both parties retain the authority to administer at least some of those requirements. Also, there may be

situations where North Dakota has promulgated requirements for which the Division has not yet been authorized. These factors may create situations where the two agencies have authorities that apply to the same facility in a manner that is either overlapping (similar or identical requirements that apply to the same TSDF) or mutually exclusive (different requirements that apply to the same TSDF).

Both agencies agree to implement a joint permitting process that addresses those situations where the agencies' authorities to administer the Program at specific TSDFs are either overlapping or mutually exclusive. This process will ensure that the permit function of the Program is administered in an efficient and effective manner, and will be applied on a case-by-case basis in a way that does not undermine the authorities of either agency. The EPA will co-sign permits for those TSDFs where it retains authority under HSWA, and will retain that authority until the state obtains authorization for those provisions. Once the state is authorized, it will assume primary administration of those provisions of the permit.

#### **D. EPA OVERVIEW OF STATE PERMITS**

The EPA has the authority to review and comment on any draft permit being issued, proposed permit modification, or other control (closure plan, post-closure plan, etc.) being imposed by the State, even if the EPA commented on the draft or proposed control action previously. The agencies will identify and discuss general and specific priorities for such review activities on an annual basis.

The EPA's written comments will be made within forty-five days of receipt of the draft permit. Where the EPA indicates in a comment that issuance, modification, reissuance, termination, or denial of the permit would be inconsistent with the approved state Program, the EPA shall include in its comments those conditions which the permit would include if it were issued by the EPA. In exercising these authorities, the EPA will observe the conditions established in 40 CFR 271.19.

The North Dakota Hazardous Waste Management Rules allow the Division to approve waivers and variances from any requirement of the Rules, including the hazardous waste regulatory requirements. The Division agrees that in implementing these provisions of the Hazardous Waste Management Rules, it will not grant waivers or variances which would result in the state's Hazardous Waste Program being less stringent than the national RCRA program.

#### **V. CORRECTIVE ACTION**

The corrective action element of the federal RCRA program addresses actual and potential releases of hazardous wastes and/or their constituents. Corrective action includes site assessment, investigation and remedial action, stabilization and achievement of environmental indicators.

The RCRA corrective action program will be conducted in a manner that promotes rapid

achievement of cleanups while protecting human health and the environment. To the extent practicable, the Program will:

- Embrace flexible, innovative, practical, results-based approaches that focus on protective control of human exposure and contaminated groundwater migration in the short-term, with final cleanup being the long-term goal.
- Provide ready public access to information and meaningful opportunities for public involvement in the cleanup process.
- Carefully consider key Program guidance and any updates.

The Division and the EPA agree to pursue and implement streamlining of the corrective action process to reduce the time and effort required to achieve cleanup objectives. Continuing efforts will be made to minimize the procedural and administrative requirements associated with corrective action, while continuing to ensure that the Program objectives are achieved.

#### **A. STATE CORRECTIVE ACTION**

The Division is authorized for the corrective action provisions of HSWA and has the primary role in ensuring that corrective action is performed in accordance with federally authorized state law. The Division reserves its right to implement and enforce the corrective action provisions of the state and federally-authorized program at all facilities. The Division will use its enforcement authorities and tools, as appropriate, to achieve compliance with corrective action requirements.

The Division agrees to focus resources on those facilities that are in the Corrective Action Baseline Universe or otherwise determined to be high priority. The primary focus at these facilities will be stabilization, achieving the environmental indicators and completion of site-wide remedy construction.

#### **B. EPA CORRECTIVE ACTION**

The EPA retains its statutory authority under sections 3007, 3008, 7003, and 3013 of the Solid Waste Disposal Act, and may independently determine a need to exercise these authorities at facilities in North Dakota. The EPA may also use its authorities to directly manage corrective action at specific facilities in North Dakota when such action is requested by the Division. The EPA will consult with the Division on these facilities, especially at the following key stages of the corrective action process:

1. Proposal of initial draft order to the facility;
2. Approval of cleanup levels; and
3. Remedy selection

The EPA may inspect EPA-lead facilities for corrective action purposes without prior notice to the Division. The Division retains its authority to inspect these

facilities. The Division will provide seven (7) days advance notice to the EPA prior to conducting compliance inspections at EPA-lead facilities, except in cases of imminent hazard to human health or the environment, or other exigent circumstances, when the Division may shorten or waive the notice period.

## **VI. COMPLIANCE ASSURANCE**

The compliance assurance element of the Hazardous Waste Program includes the compliance assistance, inspection and enforcement functions. These functions are performed by both agencies as follows:

### **A. STATE COMPLIANCE ASSURANCE**

The Division has the primary role in administering the compliance assurance element of the Program. In accordance with 40 CFR 271.15, the Division agrees to carry out a timely and effective Program for monitoring compliance by generators, transporters, and facilities with applicable Program requirements.

As part of this Program, the state will conduct inspections to assess compliance with generator and transporter standards (including manifest requirements), facility standards, permit requirements, compliance schedules and all other Program requirements. Compliance monitoring activities and priorities will be specified in the Program Description, the PPA and the annual inspection plan and will be consistent with all applicable federal requirements. Environmental data collection and analysis will be in accordance with the most recently approved Quality Management Plan for Analytical Data for North Dakota, which is considered part of this agreement.

The Division agrees to provide to the EPA an annual inspection plan no later than November 15 for each federal fiscal year. The plan will consider the full range of state and federal priorities in the statutes, the EPA guidance, and the PPA. The Division will annually inspect all RCRA TSDFs which are owned or operated by the federal government. The Division will give the EPA an opportunity to participate in and/or conduct oversight on these inspections.

The Division agrees to take timely and appropriate enforcement action, as defined in the EPA's 2003 Hazardous Waste Civil Enforcement Response Policy (as may be revised), against all persons in violation of any Program requirements. The Division will maintain procedures for receiving and ensuring proper consideration of information about violations submitted by the public or federal compliance inspectors.

The Division agrees to provide the EPA with copies of reports and other information resulting from any compliance inspection, including any subsequent enforcement actions, when the EPA requests such copies. When the compliance inspection was subject to a physical oversight inspection by the EPA, the Division

will provide the inspection report within 45 days of its completion. The Division agrees to retain all records for at least three years, unless there is an enforcement action pending. In that case, all records will be retained for three years after all terms of the enforcement action have been fully satisfied.

The Division agrees to provide the EPA with a copy of all compliance orders, notices of violation, warning letters and compliance advisories at the time the documents are transmitted to the violator. The Division agrees to maintain adequate written penalty assessment information and final settlement justification documentation for all final formal enforcement actions. The EPA may review the Division's penalty assessment information at the Division's office.

## **B. EPA COMPLIANCE ASSURANCE**

The EPA retains its authority to conduct inspections and bring enforcement actions under sections 3007, 3008, 3013 and 7003 of RCRA and any other applicable federal statute. The EPA may exercise its compliance assurance authorities against any person determined to be in violation of RCRA requirements. Nothing in this agreement shall restrict the EPA's compliance monitoring and enforcement authority.

The EPA may take enforcement action under section 3008 of RCRA against a holder of a state-issued permit on the grounds that the permittee is not complying with a condition of that permit. The EPA may also take enforcement action under section 3008 against a holder of a state-issued permit on the grounds that the permittee is not complying with a condition that the EPA, in commenting on that permit application or draft permit, stated was necessary to implement approved state Program requirements, whether or not that condition was included in the final state-issued permit.

The EPA and the Division will jointly inspect at all RCRA TSDFs owned or operated by state or local government on an annual basis. The EPA will function as lead for these inspections and will draft, for Division review and joint signature, an inspection report that details all violations under both North Dakota and federal hazardous waste rules/regulations.

The following circumstances will generally form the basis for selection of the EPA compliance assurance actions in North Dakota:

- When the EPA is requested orally or in writing by the Division;
- When an EPA Order or Consent Decree under RCRA has been violated;
- When the EPA has primary authority for enforcement of federal requirements, including in Indian country;
- When the Division is not authorized to take action or the Division's authority is limited;
- When the Division fails to take "timely and/or appropriate enforcement action";

- When the Division has initiated “timely and appropriate enforcement action” by referring a case to the Attorney General’s office, but the Attorney General’s office has not taken the required enforcement action in the required time frame;
- Cases involving issues that could establish legal precedent or in which federal involvement is needed to ensure national consistency;
- Cases involving multi-state, multi-regional “national violators”; or
- Cases involving interstate pollution problems associated with watersheds, air basins or other geographic units that cross state lines

The EPA agrees to coordinate with the Division, in non-criminal matters, in carrying out its compliance monitoring and enforcement responsibilities. More specifically, in accordance with 40 CFR 271.8, the EPA agrees to:

- Provide a basis for and coordinate with the Division in the selection of facilities for EPA inspection;
- Allow the Division a reasonable opportunity to inspect a facility that the EPA has reason to believe is not in compliance before the EPA conducts such inspection;
- Normally give the Division at least fifteen (15) days’ notice of the intent to inspect; and
- Invite the Division to participate in EPA inspections

Such communication between the agencies is intended to provide appropriate coverage of the RCRA-regulated universe and to avoid unnecessary duplication of effort. In case of an imminent hazard to human health and/or the environment or other exigent circumstances, the EPA may shorten or waive the fifteen (15) day notice period.

In accordance with 3008(a)(2) of RCRA, the EPA will notify the Division prior to issuing a compliance order or bringing an enforcement action under 3008(a). The EPA also agrees to provide the Division with copies of reports and other information resulting from any compliance inspection and subsequent enforcement actions within thirty days of their completion. The EPA also agrees to provide the Division with a copy of all compliance orders, notices of violation, warning letters and civil complaints at the time the documents are transmitted to the violator.

### **C. OVERSIGHT FOR COMPLIANCE ASSURANCE**

The goal of oversight for compliance assurance is to ensure a high quality program. The EPA will evaluate the Division’s compliance assurance performance based on the most recent and appropriate state, regional and national regulations, policies, and guidance, including RCRA inspection and enforcement guidance documents, RCRA civil penalty policies, enforcement response policies, supplemental environmental projects policy, and economic benefit guidance. The EPA will take into consideration the maximum penalty levels set forth in the authorized state Program.

The EPA will discuss on an annual basis with the Division, the number or percentage of the Division's compliance inspections on which the EPA will accompany the Division for oversight purposes.

Additional information on oversight is presented in section VIII of this agreement.

## **VII. INFORMATION MANAGEMENT AND SHARING**

This section of the agreement addresses how the agencies will manage and share information on the status and progress of the Program. The Division and the EPA both agree to make information available to each other in accordance with 40 CFR 271.17.

### **A. STATE**

The Division, due to its authorization status, is the primary implementer of the Program, and has many information management and sharing responsibilities. Chief among the Division's information management and sharing responsibilities are the following:

1. The Division Director agrees to inform the EPA in advance of any proposed statutory or program changes which would affect the Division's ability to implement the authorized program. Program changes of concern include modifications of the Division's legal authorities (i.e., statutes, regulations, and judicial or legislative actions affecting those authorities) and modifications of resource levels (i.e., available or budgeted personnel and funds). The Division recognizes that program revisions requiring the EPA's authorization must be made in accordance with the provisions of 40 CFR 271.21.
2. The Division will maintain timely, accurate and complete information in the national electronic database that supports the principal elements of the Program, particularly:
  - Facility, unit and area information, including the legal and operating status of all hazardous waste process units;
  - Closure, post-closure and operating permit event information;
  - Corrective action event and status information, including the environmental indicators and supporting documentation; and
  - Compliance monitoring and enforcement information, including all CM&E activities

The Division agrees to enter all such electronic information into the national data base on an ongoing basis whenever possible, but by no later than the 20<sup>th</sup> of the month after the month in which the activity occurred.

3. The Division agrees to submit narrative reports detailing their progress towards achieving national program goals and meeting annual targets specified in the PPA.
4. The Division agrees to assign RCRA identification numbers to all RCRA handlers (generators, transporters, and owners and operators of hazardous waste TSDFs) submitting notifications to the Division or to the EPA.
5. The Division will submit the following information related to permits and closure:
  - Copies of each draft or final decision regarding variances, waivers, or delisting petitions, to be sent at the time the request is granted or denied;
  - All facility permit applications, revisions and additions, to be sent within fifteen (15) working days of receipt by the Division;
  - Draft permits, proposed permit modifications, and public notices, to be sent within fifteen (15) working days of completion (i.e., transmittal to the applicant); and
  - Final permit or permit modifications, to be sent within five (5) working days of completion;
  - Copies of all interim status closure/post-closure plans, to be sent by the Division to the EPA at the time of public notice
6. The Division will submit copies of supporting documentation for all environmental indicator determinations.
7. The Division will provide compliance assurance information as detailed in section VI.A. of this agreement.
8. The Division will submit a copy of the North Dakota biennial report summarization by October 1 of each even-numbered year.
9. A copy of the annual update of the training plan will be submitted by October 30 of each year.
10. The Division agrees to either provide, or allow the EPA to review at the Division office, any pertinent information requested by the Regional Administrator or his or her designee within a mutually agreed upon time frame, as necessary for the EPA to carry out its oversight responsibilities.

**B. EPA**

The EPA's primary role in information sharing is to provide the Division with timely and useful information to enhance the North Dakota Program.

1. The EPA will keep the Division informed in a timely manner of the content

and meaning of federal statutes, regulations, guidelines, standards, policy decisions, directives, or other factors that affect the Program. The EPA will provide general and specific technical assistance to the Division. The EPA will provide the Division with any national EPA reports developed regarding hazardous waste management.

2. The EPA agrees to provide training and technical assistance in the operation and maintenance of the national database.
3. Under the joint permitting process (section IV.C.), the EPA agrees to provide the Division with the following within five (5) working days of receipt or completion by the EPA:
  - Any Part A or Part B permit application, and any necessary supporting information, whether received prior to or subsequent to the effective date of this agreement;
  - Copies of draft and final permits, permit modifications, and public notices; and
  - Notices of permit denials
4. The EPA agrees to make available to the Division compliance assurance information as provided in section VI.B. of this agreement.
5. The EPA will forward delisting petitions, from persons or companies operating in North Dakota, to the Division within ten (10) days of receipt.
6. The EPA will forward notification information submitted by persons or companies in North Dakota who file such forms. This information will be submitted to the Division within ten (10) days of receipt by the EPA.
7. The EPA will make available to the Division, within thirty (30) days of receipt of a request from the Division, other relevant and available information needed by the Division to implement its approved Program. Information provided to the Division will be subject to the terms of North Dakota's Availability of Information, section 33-24-01-16 NDAC and any relevant federal statutes.

#### **C. AVAILABILITY AND CONFIDENTIALITY OF INFORMATION**

The following provisions apply to the availability and confidentiality of Program information:

##### **1. Availability of Information to the Public**

The Division agrees to make information available to the public in accordance with section 33-24-01-16 NDAC.

The EPA agrees to make information available to the public in accordance with federal requirements at 40 CFR Part 2.

2. **Confidentiality**

**STATE**

If information has been submitted to the Division under a claim of confidentiality, the Division must note that claim to the EPA when providing the information.

Any information obtained from the EPA that is protected under Federal Law or Regulation will be protected by the State in accordance with NDCC 44-04-18.4.

**EPA**

If information has been submitted to the EPA under a claim of confidentiality, the EPA must note that claim to the Division when providing the information and will transfer that information in accordance with the requirements of 40 CFR Part 2. The EPA will notify the affected companies when such information is sent to the state.

Any information obtained from North Dakota and subject to a claim of confidentiality will be treated in accordance with the regulations in 40 CFR Part 2.

**D. SPECIAL SITUATIONS**

The following information sharing provisions apply to special situations:

1. **Emergency Situations**

Upon receipt of any information that the handling, transportation, storage, treatment, or disposal of hazardous waste is endangering human health or the environment, the party in receipt of such information shall notify the other party to this agreement as soon as possible, by telephone, of the existence of such a situation. Notification to the state will be provided to the Division Director or Program Manager. Notification to EPA will be provided to a manager in either the Resource Conservation and Recovery Program or the Technical Enforcement Program, Region VIII.

2. **Site Visits To Support The National RCRA Program**

The EPA may require site-specific information to fulfill its duties in the development and management of the national RCRA Program. If the EPA determines that information related to hazardous waste management in

North Dakota is required, the EPA will request the information from the Division. The Division agrees to supply the EPA with the information, if readily available and as resources allow. If the Division is unable to provide the information, or if it is necessary to supplement the information, the EPA may conduct a special survey or perform information collection site visits after notifying the Division and providing the Division the opportunity to accompany the EPA personnel on such visits. The EPA will share with the Division the data collected and any national reports developed by the EPA resulting from the information collected.

## **VIII. PROGRAM REVIEW AND OVERSIGHT**

The EPA will assess the Division's administration and enforcement of the authorized Hazardous Waste Program on a continuing basis for equivalence and consistency with RCRA, this agreement, and all federal program requirements. The purpose of this oversight assessment will be to:

- Ensure full execution of the requirements of the Program as authorized;
- Ensure that RCRA 3011 grant funds are spent appropriately;
- Promote national standards as the minimum in implementation of the Hazardous Waste Program;
- Allow the EPA to report to the President and Congress; and
- Encourage the state and the EPA to coordinate on desirable technical support and targets for joint efforts

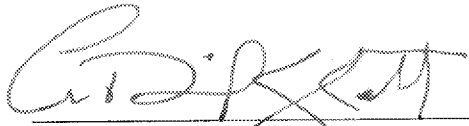
The EPA will conduct this assessment through review of information submitted by the Division in accordance with this Agreement and the state grant requirements, and through review of the Division's Program activities as described in the North Dakota PPA. The EPA may also consider, as part of this assessment, written comments about the Division's Program administration that are received from regulated persons, the public, and federal, state and local agencies. Copies of any such comments received by the EPA will be provided to the Division Director or his appointee as soon as possible.

To ensure an effective Program review, the Division Director agrees to allow the EPA access to any information obtained or used in the administration of the state Program, without restriction. The EPA oversight file reviews shall be scheduled at reasonable intervals, with two weeks' notice generally given prior to an oversight file review.

Program review meetings between the Chief, Division Director and the Regional Administrator or their assignees will be scheduled at least annually, or as mutually determined to be necessary, to review operating procedures and schedules, resolve problems, discuss mutual Program concerns, and review Program needs for the upcoming year. These meetings will be scheduled at least thirty (30) days in advance unless otherwise agreed. A tentative agenda for the meeting will be prepared by the EPA and provided to the Division Director fifteen (15) days in advance of the meeting.

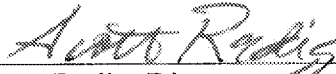
## IX. SIGNATURES

STATE OF NORTH DAKOTA  
NORTH DAKOTA DEPARTMENT OF HEALTH



L. David Glatt, Chief  
Environmental Health Section

Date: 5-27-16



Scott Radig, Director  
Division of Waste Management

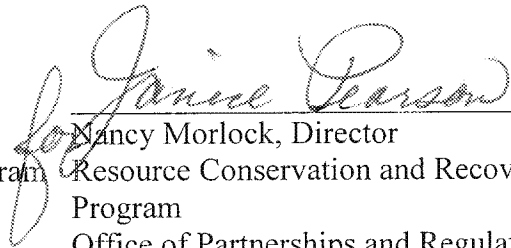
Date: 5-26-2016

U.S. ENVIRONMENTAL PROTECTION AGENCY  
REGION VIII



Aaron G. Urdiales, Acting Director  
RCRA/CERCLA Technical Enforcement Program  
Office of Enforcement, Compliance,  
And Environmental Justice

Date: 7/15/16



Nancy Morlock, Director  
Resource Conservation and Recovery  
Program  
Office of Partnerships and Regulatory  
Assistance

Date: 7/13/16



Shaun L. McGrath  
Regional Administrator

Date: 7/28/16